

IN RE:

Schaffler, Brent John & Schaffler, Ashley Lynn

Debtor(s)

Case No. _____

Chapter **13**

MODIFIED CHAPTER 13 PLAN

Dated: **August 11, 2015**.

1. PAYMENTS BY DEBTOR TO TRUSTEE –

a. As of the date of this plan, the debtor has paid the trustee \$ **18,407.00**.

b. After the date of this plan, the debtor will pay the trustee \$ **850.00** per **month** for **32** months, beginning August 2015 for a total of \$ **27,200.00**. The minimum plan length is [] 36 or [X] 60 months from the date of the initial plan payment unless all allowed claims are paid in a shorter time.

c. The debtor will also pay the trustee: **n/a**

d. The debtor will pay the trustee a total of \$ **45,607.00** [line 1(a) + line 1(b) + line 1(c)].

2. PAYMENTS BY TRUSTEE – The trustee will pay from available funds only creditors for which proofs of claim have been filed. The trustee may collect a fee of up to 10% of plan payments, or \$ **4,560.70**, [line 1(d) x .10].

3. ADEQUATE PROTECTION PAYMENTS [§ 1326(a)(1)(C)] – The trustee will promptly pay from available funds adequate protection payments to creditors holding allowed claims secured by personal property, according to the following schedule, beginning in month one (1).

<i>Creditor</i>	<i>Monthly Payment</i>	<i>Number of Months</i>	<i>TOTAL PAYMENTS</i>
Bank Of The West	50.00	6	300.00
TOTAL			PAID

4. EXECUTORY CONTRACTS AND UNEXPIRED LEASES [§ 365] – The debtor assumes the following executory contracts or unexpired leases. Cure provisions, if any, are set forth in ¶ 7.

<i>Creditor</i>	<i>Description of Property</i>
Verizon Wireless	2 year Cell Phone Contract
VW Credit	Vehicle Lease

5. CLAIMS NOT IN DEFAULT – Payments on the following claims are current and the debtor will pay the payments that come due after the date the petition was filed directly to the creditors. The creditors will retain liens, if any.

<i>Creditor</i>	<i>Description of Claim</i>
None	

6. HOME MORTGAGES IN DEFAULT [§ 1322(b)(5) and § 1322(e)] – The trustee will cure defaults on the following claims secured only by a security interest in real property that is the debtor's principal residence. The debtor will pay the payments that come due after the date the petition was filed directly to the creditors. The creditors will retain liens. All following entries are estimates. The trustee will pay the actual amounts of default.

<i>Creditor</i>	<i>Amount of Default</i>	<i>Monthly Payment</i>	<i>Beginning in Month #</i>	<i>Number of Payments</i>	<i>TOTAL PAYMENTS</i>
None					
TOTAL					0.00

7. CLAIMS IN DEFAULT [§ 1322 (b)(3) and (5) and § 1322(e)] – The trustee will cure defaults on the following claims as set forth below. The debtor will pay the payments that come due after the date the petition was filed directly to the creditors. The creditors will retain liens, if any. All following entries are estimates, except for interest rate.

<i>Creditor</i>	<i>Amount of Default</i>	<i>Int. rate (if any)</i>	<i>Monthly Payment</i>	<i>Beginning in Month #</i>	<i>Number of Payments</i>	<i>TOTAL PAYMENTS</i>
None						
TOTAL						0.00

8. OTHER SECURED CLAIMS; SECURED CLAIM AMOUNT IN PLAN CONTROLS [§ 1325(a)(5)] – The trustee will pay, on account of the following allowed secured claims, the amount set forth in the “Total Payments” column, below. The creditors will retain liens securing the allowed secured claims until the earlier of the payment of the underlying debt determined under nonbankruptcy law, or the date of the debtor's discharge. NOTWITHSTANDING A CREDITOR'S PROOF OF CLAIM FILED BEFORE OR AFTER CONFIRMATION, THE AMOUNT LISTED IN THIS PARAGRAPH AS A CREDITOR'S SECURED CLAIM BINDS THE CREDITOR PURSUANT TO 11 U.S.C. § 1327, AND CONFIRMATION OF THE PLAN IS A DETERMINATION OF THE CREDITOR'S ALLOWED SECURED CLAIM.

Creditor	Claim Amount	Secured Claim	Int. Rate	Beginning in Month #	Monthly Payment	Number of Payments	Payments on Account of Claim	Adequate Protection from ¶ 3	TOTAL PAYMENTS
Bank Of The West	26,955.00	26,655.00	4.00	7	540.19	54	29,170.16	300.00	29,470.16
*paid \$13,811.34									
TOTAL									29,470.16

9. PRIORITY CLAIMS – The trustee will pay in full all claims entitled to priority under § 507, including the following. The amounts listed are estimates. The trustee will pay the amounts actually allowed.

Creditor	Estimate Claim	Monthly Payment	Beginning in Month #	Number of Payments	TOTAL PAYMENTS
Heller & Thyen, P.A.	3,000.00	500.00	1	6	PAID 500.00
IRS	1.00	1.00	1	1	1.00
MN Department Of Revenue, Collection Div	1.00	1.00	1	1	1.00
TOTAL					3,502.00

10. SEPARATE CLASSES OF UNSECURED CREDITORS – In addition to the class of unsecured creditors specified in ¶ 11, there shall be separate classes of non-priority unsecured creditors described as follows:
The trustee will pay the allowed claims of the following creditors. All entries below are estimates.

Creditor	Int. Rate (if any)	Claim Amount	Monthly Payment	Beginning in Month #	Number of Payments	TOTAL PAYMENTS
None						
TOTAL						0.00

11. TIMELY FILED UNSECURED CREDITORS – The trustee will pay holders of nonpriority unsecured claims for which proofs of claim were timely filed the balance of all payments received by the trustee and not paid under ¶ 2, 3, 6, 7, 8, 9 and 10 their pro rata share of approximately \$ 8,074.14 [line 1(d) minus lines 2, 6(d), 7(d), 8(d), 9(f), and 10(c)].

- The debtor estimates that the total unsecured claims held by creditors listed in ¶ 8 are \$ 47,555.00.
- The debtor estimates that the debtor's total unsecured claims (excluding those in ¶ 8 and ¶ 10) are \$ 103,651.00.
- Total estimated unsecured claims are \$ 151,206.00 [line 11(a) + line 11(b)].

12. TARDILY-FILED UNSECURED CREDITORS – All money paid by the debtor to the trustee under ¶ 1, but not distributed by the trustee under ¶ 2, 3, 6, 7, 8, 9, 10, or 11 will be paid to holders of nonpriority unsecured claims for which proofs of claim were tardily filed.

13. OTHER PROVISIONS – The trustee may distribute additional sums not expressly provided for herein at the trustee's discretion.

The debtor(s) shall provide the trustee with copies of his state and federal tax returns annually. They shall be entitled to retain \$2,000 of the combined net state and federal tax refunds (excluding any earned income credit), and the balance shall be paid to the trustee as an additional plan payment.

The debtor(s) will file as and when due any and all post-petition federal tax returns of any kind; and will timely pay as and when due, any and all post-petition federal tax liabilities of any kind. Debtor(s) failure to file as and when due any and all post-petition federal tax returns of any kind; or failure to timely pay as and when due any and all post-petition federal tax liabilities of any kind, will constitute grounds for dismissal.

Pursuant to 11 U.S.C. Section 1305, a proof of claim may be filed by any entity that holds a claim against the debtor(s) for taxes that become payable to a governmental unit while the case is pending. The trustee shall only

pay 11 U.S.C. Section 1305 claims attributable to the taxable year in which the case concerning such debtor(s) was filed, and only to the extent funds are available.

As to the claims dealt with in paragraphs 5, 6, 7, and 8, in the event of the surrender, foreclosure, repossession, or return of the collateral to the creditor for any reason, the balance of the claim, if any, will be paid as an unsecured claim, discharged by the discharge granted pursuant to 11 USC 1328.

The debtor(s) shall not oppose any creditor claiming a purchase money security interest in and to household furnishings, from availing itself of its legal remedies under the Bankruptcy Code, namely, the submission of an application for relief from stay under 11 U.S.C. Sec. 362. Upon appropriate court order regarding relief from the automatic stay provisions of 11 U.S.C. Sec. 362, the debtor(s) shall not oppose a creditor from availing itself of any applicable state law remedies it believes are available for purposes of reclaiming the household furnishings. Upon appropriate order from the Sherburne County Court, the debtor shall surrender the household furnishings to a creditor in compliance with such Sherburne County Court Order, if any.

In the event of that any secured creditor is granted stay relief and or the surrender, repossession, or return of the collateral to the creditor for any reason, the balance of the claim, if any, will be paid as an unsecured non-priority claim in accordance with non-bankruptcy law, dischargeable upon completion of this Chapter 13 plan.

The debtor(s) shall surrender their homestead located at 2449 42nd Avenue S St. Cloud, MN to Bank of America Home Loans, the first and second mortgagees, in full satisfaction of their allowed secured claims. Any deficiency claim filed by Bank of America Home Loans (2nd Mortgagee) shall be paid by the trustee as a non-priority unsecured claim.

14. SUMMARY OF PAYMENTS –

Trustee's Fee [Line 2]	\$	4,560.70
Home Mortgage Defaults [Line 6(d)]	\$	0.00
Claims in Default [Line 8(d)]	\$	0.00
Other Secured Claims [Line 8(d)]	\$	29,470.16
Priority Claims [Line 9(f)]	\$	3,502.00
Separate Classes [Line 10(c)]	\$	0.00
Unsecured Creditors [Line 11]	\$	8,074.14
TOTAL [must equal Line 1(d)]	\$	45,607.00

Robert S Thyen 032288x
Heller & Thyen, P.A.
606 25th Ave S #110
St. Cloud, MN 56301-4810

Signed: /s/ Brent John Schaffler

DEBTOR

Signed: /s/ Ashley Lynn Schaffler

DEBTOR (if joint case)

United States Bankruptcy Court
District of Minnesota

IN RE:

SIGNATURE DECLARATION

Schaffler, Brent John & Schaffler, Ashley Lynn
Debtor(s)

Case No. 13-41226

- ☐ PETITION, SCHEDULES & STATEMENTS
☐ CHAPTER 13 PLAN
☐ SCHEDULES AND STATEMENTS ACCOMPANYING VERIFIED CONVERSION
☒ AMENDMENT TO PETITION, SCHEDULES & STATEMENTS
☒ MODIFIED CHAPTER 13 PLAN
☒ OTHER (Please describe:) *Verification of Motion to Modify*

I [We], the undersigned debtor(s) or authorized representative of the debtor, make the following declarations under penalty of perjury:

- The information I have given my attorney and provided in the electronically filed petition, statements, schedules, amendments, and/or chapter 13 plan, as indicated above, is true and correct;
- The information provided in the "Debtor Information Pages" submitted as a part of the electronic commencement of the above-referenced case is true and correct;
- [individual debtors only] If no Social Security Number is included in the "Debtor Information Pages" submitted as a part of the electronic commencement of the above-referenced case, it is because I do not have a Social Security Number;
- I consent to my attorney electronically filing with the United States Bankruptcy Court my petition, statements and schedules, amendments, and/or chapter 13 plan, as indicated above, together with a scanned image of this Signature Declaration and the completed "Debtor Information Pages," if applicable; and
- [corporate and partnership debtors only] I have been authorized to file this petition on behalf of the debtor.

Date: 8-11-15

X

Brent John Schaffler
Signature of Debtor or Authorized Representative

Schaffler, Brent John

Printed Name of Debtor or Authorized Representative

x

Ashley Lynn Schaffler
Signature of Joint Debtor

Schaffler, Ashley Lynn

Printed Name of Joint Debtor

Heller & Thyen PA
Robert S. Thyen
606 25th Avenue South Ste. 110
St. Cloud, MN 56301

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

IN RE: Brent Schaffler
Ashley Schaffler

CASE NO: 13-41226

**DECLARATION OF MAILING
CERTIFICATE OF SERVICE**

Chapter: 13
ECF Docket Reference No.
Judge:
Hearing Location:
Hearing Date:
Hearing Time:
Response Date:

On 8/11/2015, I did cause a copy of the following documents, described below,

Amended Service Letter,
Notice of Hearing and Motion to Confirm Modified Plan
Post Modified Plan
Amended Schedule I and J
Signature Declaration

to be served for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with sufficient postage thereon to the parties listed on the mailing matrix exhibit, a copy of which is attached hereto and incorporated as if fully set forth herein.

I caused these documents to be served by utilizing the services of BK Attorney Services, LLC d/b/a certificateofservice.com, an Approved Bankruptcy Notice Provider authorized by the United States Courts Administrative Office, pursuant to Fed.R.Bankr.P. 9001(9) and 2002(g)(4). A copy of the declaration of service is attached hereto and incorporated as if fully set forth herein.

DATED: 8/11/2015

/s/ Robert S. Thyen
Robert S. Thyen
Heller & Thyen PA
606 25th Avenue South Ste. 110
St. Cloud, MN 56301
320 654 8000
jessica@hellerthyen.com

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

IN RE: Brent Schaffler
Ashley Schaffler

CASE NO: 13-41226

**CERTIFICATE OF SERVICE
DECLARATION OF MAILING**

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Post Modified Plan

Amended Schedule I and J

Signature Declaration

were deposited for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with sufficient postage thereon to the parties listed on the mailing matrix exhibit, a copy of which is attached hereto and incorporated as if fully set forth herein.

The undersigned does hereby declare under penalty of perjury of the laws of the United States that I have served the above referenced document(s) on the mailing list attached hereto in the manner shown and prepared the Declaration of Certificate of Service and that it is true and correct to the best of my knowledge, information, and belief.

DATED: 8/11/2015

/s/ Jay S. Jump

Jay S. Jump
BK Attorney Services, LLC
d/b/a certificateofservice.com, for
Heller & Thyen PA
Robert S. Thyen
606 25th Avenue South Ste. 110
St. Cloud, MN 56301

CASE INFO

LABEL MATRIX FOR LOCAL NOTICING
0864-4
CASE 13-41226
DISTRICT OF MINNESOTA
MINNEAPOLIS
TUE AUG 11 09-27-39 CDT 2015

BANK OF AMERICA N.A. ET AL CO PROBER
& RAP
20750 VENTRA BLVD SUITE 100
WOODLAND HILLS CA 91364-6207

ECMC
PO BOX 16408
ST. PAUL MN 55116-0408

EXCLUDE

GREEN TREE SERVICING LLC
CO MICHAEL V. SCHLEISMAN
55 EAST 5TH STREET
SUITE 800
ST. PAUL MN 55101-1718

ECAST SETTLEMENT CORPORATION
POB 29262
NEW YORK NY 10087-9262

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~~301 U.S. COURTHOUSE~~
~~300 SOUTH FOURTH STREET~~
~~MINNEAPOLIS MN 55415-1320~~

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UTICA NY 13501-2401

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HARRISBURG PA 17102-1419

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FORT LAUDERDALE FL 33329-7871

AMERICAN EXPRESS BANK FSB
CO BECKET AND LEE LLP
POB 3001
MALVERN PA 19355-0701

BANK OF AMERICA HOME LOANS
PO BOX 5170
SIMI VALLEY CA 93062-5170

BANK OF THE WEST
1450 TREAT BLVD
WALNUT CREEK CA 94597-7579

BANK OF THE WEST
2527 CAMINO RAMON
SAN RAMON CA 94583-4213

CAPITAL ONE
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SALT LAKE CITY UT 84130-0285

CAP1BSTBY
26525 N RIVERWOODS BLVD
METTAWA IL 60045-3440

CITI
POB 6241
SIOUX FALLS SD 57117-6241

CAPITAL ONE N.A.
CO BASS & ASSOCIATES P.C.
3936 E. FT. LOWELL ROAD SUITE #200
TUCSON AZ 85712-1083

FIRSTMARK
PO BOX 82522
LINCOLN NE 68501-2522

GLELSIUS BANK
2401 INTERNATIONAL
MADISON WI 53704-3121

GREEN TREE SERVICING LLC
P.O. BOX 0049
PALATINE IL 60055-0049

GREENTREE SERVICING LLC
BANKRUPTCY DEPARTMENT
P O BOX 6154
RAPID CITY SD 57709-6154

HSBC BANK
PO BOX 5253
CAROL STREAM IL 60197-5253

IRS
CENTRALIZED INSOLVENCY
PO BOX 7346
PHILADELPHIA PA 19101-7346

JEFFERSON CAPITAL SYSTEMS LLC
PO BOX 7999
SAINT CLOUD MN 56302-7999

MINNESOTA OFFICE OF HIGHER EDUCATION
CO FIRSTMARK SERVICES
PO BOX 8522
LINCOLN NE 68501-2522

MN DEPARTMENT OF REVENUE COLLECTION
DIV
BANKRUPTCY SECTION
PO BOX 64447
SAINT PAUL MN 55164-0447

MN OFFICE OF HIGHER EDUCATION
CO FIRSTMARK SERVICES
PO BOX 82522
LINCOLN NE 68501-2522

NATIONAL COLLEGIATE TRUST
PO BOX 4941
TRENTON NJ 08650-4941

OAK HARBOR CAPITAL VII LLC
C O WEINSTEIN AND RILEY PS
2001 WESTERN AVENUE STE 400
SEATTLE WA 98121-3132

PORTFOLIO RECOVERY ASSOCIATES LLC
PO BOX 41067
NORFOLK VA 23541-1067

TARGET N.B.
PO BOX 673
MINNEAPOLIS MN 55440-0673

TD BANK USA N.A.
C O WEINSTEIN AND RILEY PS
2001 WESTERN AVENUE STE 400
SEATTLE WA 98121-3132

TNB - TARGET
CO TARGET CREDIT SERVICES
MINNEAPOLIS MN 55440

THE BANK OF NEW YORK MELLON ET AL
PROBER & RAPHAEL
ATTORNEYS FOR SECURED CREDITOR
P.O. BOX 4365
WOODLAND HILLS CA 91365-4365

U.S. BANK
CO XEROX EDUCATION SERVICES LLC DBA
ACS EDUCATION SERVICES
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UTICA NY 13501-2401

US BANKNA ND
CB DISPUTES
SAINT LOUIS MO 63166

US BANK NATIONAL ASSOCIATION
CLAIMS FILING UNIT
PO BOX 8973
MADISON WI 53708-8973

US TRUSTEE
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2401 INTERNATIONAL
MADISON WI 53704-3121

VERIZON WIRELESS
PO BOX 25505
LEHIGH VALLEY PA 18002-5505

VOLKSWAGEN CREDIT UNION
1401 FRANKLIN BLVD
LIBERTYVILLE IL 60048-4460

VW CREDIT INC.
9441 LBJ FREEWAYSUITE 350
DALLASTEXAS 75243-4652

WELLS FARGOSLFC
CO XEROX EDUCATION SERVICES LLC DBA
ACS EDUCATION SERVICES
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UTICA NY 13501-2401

ECAST SETTLEMENT CORPORATION
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TUCSON AZ 85712-1083

DEBTOR

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BRENT JOHN SCHAFFLER
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